

*Agmt*

RESOLUTION NO. 2016-240

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$721,361 BETWEEN THE CITY OF TAMPA AND CAROLLO ENGINEERS, INC. IN CONNECTION WITH CONTRACT 15-D-00055; DAVID L. TIPPIN WATER TREATMENT FACILITY MASTER PLAN; AUTHORIZING THE MAYOR OF THE CITY OF TAMPA TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, via the competitive selection process in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act and consistent with Federal procurement policies, as applicable, the City of Tampa (CITY) selected Carollo Engineers, Inc. as (CONSULTANT) to provide Professional Engineering services in connection with Contract 15-D-00055; David L. Tippin Water Treatment Facility Master Plan, (PROJECT) as detailed in the Agreement for Consultant Services (AGREEMENT); and

**WHEREAS**, the CITY desires to enter into an agreement with the CONSULTANT to provide certain Professional Engineering services; and

**WHEREAS**, it is in the best interest of the City of Tampa to enter into this AGREEMENT.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:**

**Section 1.** That the Agreement between the City of Tampa and Carollo Engineers, Inc., in connection with Contract 15-D-00055; David L. Tippin Water Treatment Facility Master Plan as detailed in said AGREEMENT, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in substantially similar form.

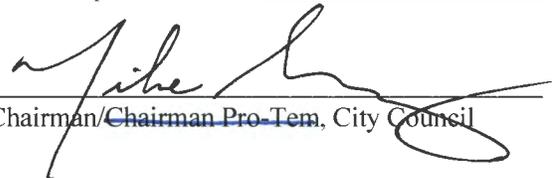
**Section 2.** That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said AGREEMENT on behalf of the City of Tampa.

**Section 3.** Award of a contract in the amount of \$721,361 is provided for the David L. Tippin Water Treatment Facility Master Plan within the Water Operations Fund.

**Section 4.** That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Tampa, Florida, on APR 07 2016.

ATTEST:

  
Chairman/~~Chairman Pro-Tem~~, City Council

  
City Clerk/~~Deputy City Clerk~~

Approved as to Legal Sufficiency by  
Rachel S. Peterkin, Assistant City Attorney

*B2016-46*

## AGREEMENT FOR CONSULTANT SERVICES

**THIS AGREEMENT**, made and entered into at Tampa, Florida, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF TAMPA**, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, and **CAROLLO ENGINEERS, INC.**, a corporation chartered and existing under the laws of the State of Delaware, hereinafter referred to as "CONSULTANT", the address of which is 1089 W. Morse Boulevard, Suite A, Winter Park, FL 32789.

### WITNESSETH:

**WHEREAS**, the CITY, sometimes referred to as "OWNER" in Exhibit A, desires to engage the CONSULTANT to perform certain professional Architectural/Engineering (A/E) consulting services pertinent to such work which shall be referred to as Contract **15-D-00055; David L. Tippin Water Treatment Facility Master Plan**, "PROJECT" in accordance with this Agreement; and

**WHEREAS**, the CONSULTANT desires to provide such professional A/E services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, representations and considerations to be kept, performed and paid, the parties hereto agree for themselves, their successors and assigns, as follows:

### **I. GENERAL SCOPE OF THIS AGREEMENT**

A. The relationship of the CONSULTANT to the CITY will be that of an independent professional A/E consultant for the PROJECT; and the CONSULTANT shall provide the services required under this Agreement in accordance with acceptable practices and ethical standards.

B. The scope of services to be provided is indicated in **Exhibit A**.

### **II. DATA AND SERVICES TO BE PROVIDED BY THE CITY**

The CITY shall provide:

A. Available plans and specifications of existing construction.

### **III. PERIOD OF SERVICE**

A. The CONSULTANT shall begin work promptly after receipt of a fully executed copy of the Agreement and a Notice to Proceed. The agreement shall remain in force until the completion of all construction for the Project.

B. The CONSULTANT's services called for under this Agreement shall be completed provided that, if the CONSULTANT's services are delayed for reasons beyond the CONSULTANT's control, the time of performance shall be adjusted appropriately.

### **IV. GENERAL CONSIDERATIONS**

A. All original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement shall become and

remain the property of the CITY upon receipt of payment by the CONSULTANT from the CITY for services rendered in connection with the preparation of said sketches, tracings, etc. Where such documents are required to be filed with governmental agencies, the CONSULTANT will furnish copies to the CITY upon request.

B. The CITY acknowledges that the materials cited in Paragraph IV. A. above, which are provided by the CONSULTANT, are not intended for use in connection with any project or purpose other than the project and purpose for which such materials were prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability therefor.

C. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials are prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY's sole risk, and the CONSULTANT shall have no responsibility or liability therefore.

## **V. COMPENSATION**

The CITY shall compensate the CONSULTANT for the services performed with this Agreement a lump sum (by task) of \$721,361 as indicated in as indicated in **Exhibit B**.

## **VI. PAYMENT**

Payments shall be made upon presentation of the CONSULTANT's approved invoice.

## **VII. RECORDS**

Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, HUD, representatives of the Comptroller General of the United States or other federal agency may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of completion. The CONSULTANT will submit or assist with submission of the annual performance report to HUD, if applicable. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

## **VIII. PERSONNEL**

The CONSULTANT represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed for work under this Agreement. The CONSULTANT further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the certain professional engineering services under this Agreement.

## **IX. SUSPENSION, CANCELLATION OR ABANDONMENT**

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment in an amount mutually agreed to by the CITY and CONSULTANT and supported by back-up documentation.

Upon suspension, cancellation or abandonment hereof, CONSULTANT shall immediately cease work hereunder and shall be compensated for its services rendered up to the time of such cancellation or termination on a quantum meruit basis; and the CITY shall have no further financial obligation to CONSULTANT.

In the event the PROJECT is suspended, cancelled or abandoned, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

## **X. TERMINATION**

### **A. Termination for Cause.**

In the event that the CONSULTANT shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall prove to be untrue in any material respect; or the CONSULTANT shall otherwise be in default under this Agreement; or the CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the CITY's consent or approval; or the CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONSULTANT assets; or the CONSULTANT disclosed CITY confidential information, procedures or activities; or the CONSULTANT fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the CITY, or other similar cause, the City may terminate this Agreement for cause.

Then the CITY may provide five (5) days written notice that the conduct of the CONSULTANT is such that the interests of the CITY are likely to be impaired or prejudiced, stating the facts upon which the opinion is based. Then the CITY may upon fifteen (15) days written notice, and at the end of the (15) days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the CONSULTANT shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. However, no allowance shall be included for termination expenses. In the event of such termination for cause, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by CONSULTANT prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSULTANT.

### **B. Termination for Convenience.**

The CITY may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the CITY shall

compensate the CONSULTANT for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the CITY and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the CITY shall be entitled to receive from the CONSULTANT upon request any and all information related to the PROJECT and the CITY shall preserve and protect all such information and assure ready access thereto by the CONSULTANT in connection with resolution of the amount due to the Firm. The CITY, at its own discretion, shall be entitled to direct the CONSULTANT to terminate any or all the CONSULTANT's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the CONSULTANT shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the CONSULTANT's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the CITY.

#### **XI. INSURANCE**

The CONSULTANT, at its own cost and expense, shall effect and maintain at all times during the life of this Agreement insurance, in accordance with that indicated in **Exhibit C**.

#### **XII. INTERESTS OF MEMBERS OF THE CITY**

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercise any functions or responsibilities in connection with the carrying out of the PROJECT to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

#### **XIII. INTEREST OF THE CONSULTANT**

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with its performance of any contracted service hereunder. The CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The CONSULTANT shall disclose any clients that may either conflict with or affect its independent judgment when performing any work for the City of Tampa covered by this Agreement. Failure of the CONSULTANT to disclose the above professional conflict of interest may result in termination of this Agreement pursuant to Article X of this Agreement and may require the return of all payments, if any, made to the CONSULTANT from the City. If, in its sole discretion the CITY of Tampa determines that a professional conflict of interest is deemed to exist, the CONSULTANT shall be disqualified from participating in the proposed Project.

#### **XIV. COMPLIANCE WITH LAWS**

A. The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of the City of Tampa as amended from time to time.

B. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

C. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

D. Truth-In-Negotiation Certification: The CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

## **XV. ASSIGNABILITY**

The CONSULTANT shall not assign or transfer any interest in this Agreement without consent from the CITY; provided, however, that the claim for money due or to become due the CONSULTANT from the CITY under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the CITY.

## **XVI. EQUAL EMPLOYMENT**

During the performance of this Agreement or any related Work Order, the CONSULTANT shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

## **XVII. EQUAL BUSINESS OPPORTUNITY PROGRAM**

A. The CONSULTANT shall demonstrate good faith effort toward the utilization of City of Certified Women/Minority Business Enterprise (W/MBE) and Small Local Business Enterprise (SLBE) subconsultants or suppliers.

B. The CITY shall make available a list of Certified W/MBEs and SLBEs.

C. The CONSULTANT shall report to the CITY its subcontractors/subconsultants/suppliers solicited or utilized (**Exhibit D**).

D. At the time of the submission of invoices, the CONSULTANT shall submit to the CITY a report (**Exhibit D**) of all subcontractors, subconsultants or suppliers utilized with their final contract amounts and any other reports or forms as may be required by the CITY.

**XVIII. CITY CODE OF ETHICS**

In connection with this Agreement, the CONSULTANT hereby covenants and agrees that it shall comply with all applicable governmental laws, statutes, rules and regulations including, without limitation, the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the CONSULTANT acknowledges that if it fails to comply with the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the CITY and subject the CONSULTANT to debarment from any future CITY contracts or agreements.

**XIX. NEGATION OF AGENT OR EMPLOYEE STATUS**

CONSULTANT shall perform this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute CONSULTANT or the assistants of CONSULTANT to be representative, agent, subagent, or employee of CITY or any political subdivision of the State of Florida. CONSULTANT certifies CONSULTANT's understanding that CITY is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of CONSULTANT and assistants of CONSULTANT.

In no event and under no circumstances shall any provision of this Agreement make CITY or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to CONSULTANT in connection with the Services the CONSULTANT has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against CONSULTANT; and there is no contractual relationship, either express or implied, between CITY or any political subdivision of the State of Florida any person or any political subdivision of the State of Florida any person or entity supplying any work, labor, services, goods or materials to CONSULTANT as a result of the provisions of the Services provided by Consultant hereunder or otherwise.

**XX. SEVERABILITY**

If any item or provision to this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**XXI. CHOICE OF LAW**

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.

**XXII. DESIGNATION OF FORUM**

Any party bringing a legal action or proceeding against any other part arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Middle District of Florida, Tampa Division or in any court of the State of Florida sitting in Tampa.

### **XXIII. AUTHORIZATION**

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

### **XIV. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. Exhibits to this Agreement shall be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, and unless otherwise specified herein, then this Agreement will prevail.

### **XXV. INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

### **XXVI. ESTOPPEL/WAIVER**

No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing waiver.

The failure of the CITY to enforce any term or condition of this Agreement shall not constitute a waiver or estoppel of any subsequent violation of this Agreement.

### **XXVII. AUDIT REQUIREMENTS.**

In the event, that during the period of this Agreement, CONSULTANT expends more than \$500,000.00 in federal funds in an operating year from this and other federal grants, CONSULTANT shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to the CITY, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the CITY. For purposes of this Agreement, an operating and/or audit year is the equivalent to the CONSULTANT's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget Circular No. A-133, as amended and 24 CFR Parts 84 and 85, as applicable, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, CONSULTANT shall be held liable for reimbursement to the City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after the CITY has notified CONSULTANT of such non-compliance. Said reimbursement shall not preclude the CITY from taking any other action as provided herein.

If expenditure does not exceed \$500,000.00 during an operating year, CONSULTANT shall provide the CITY with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

**XXVIII. DEFAULT**

In accordance with 24 CFR 85.43, a default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in all Articles herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner.

**XXIV. BUDGET APPROPRIATIONS**

The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY’s obligations under this Agreement; however, all funding under this Agreement for subsequent years is subject to the availability of funds. The obligations of the CITY hereunder shall not constitute a general indebtedness of the CITY within the meaning of the Florida Constitution.

IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its City Clerk, and the CONSULTANT has hereunto set its hand and Seal in TRIPLICATE, the day and year first written above.

ATTEST:

CAROLLO ENGINEERS, INC.

By: \_\_\_\_\_  
Michael W. Barnes, Corporate Secretary  
(SEAL)

By: \_\_\_\_\_  
Larry E. Elliott, P.E., Senior Vice President

ATTEST:

CITY OF TAMPA

\_\_\_\_\_  
City Clerk/Deputy City Clerk (SEAL)

By: \_\_\_\_\_  
Bob Buckhorn, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Rachel S. Peterkin, Assistant City Attorney

The execution of this document was authorized by  
Resolution No. 2016-\_\_\_\_\_

**Exhibit A**  
**Scope of Services**  
**Project Number RFQ 15-D-00055**  
**David L. Tippin Water Treatment Facility Master Plan**

**GENERAL**

The following Scope of Services describes Carollo Engineers' (Engineer's) work associated with the master planning study for the David L. Tippin Water Treatment Facility (DLTWTF) for a 15-year planning horizon. This work will include all aspects of the plant from the raw water intake through finished water storage and pumping.

The goals for the project are to develop a comprehensive master plan that includes a prioritized capital improvement program for improvements directed at optimizing treatment, improving treated water quality, reducing operating costs, and enhancing the reliability of treatment and operations through a well-thought-out repair and replacement program. Also included will be development of improvements to accommodate future plant expansions to treat additional flows, including those from alternative water supplies now under development.

This master plan likewise includes a benchmarking effort to compare operations and performance of the plant to utilities with similarly sized plants with similar complexity, process systems, and raw water quality. This benchmarking effort will include a comparison of total cost of operations, normalized to eliminate discrepancies based on geographical differences in chemical, power, and labor costs.

The scope of services presents the main work tasks that will foster the development of seven draft and seven final deliverables as Tasks 1 thru 4, followed by work tasks (Tasks 5 thru 8) common to the entire project, such as project management, team workshops, data collection, and agency coordination.

**Task 1 - Conduct Situational Analysis**

Engineer will conduct a Situational Analysis consisting of a Regulatory Evaluation (Task 1.1), a Hydraulic Evaluation (Task 1.2), a Process Evaluation (Task 1.3), and a Condition Assessment (Task 1.4). Each evaluation/assessment will include data collection, review of previously completed work/studies, along with focused workshops and project team meetings. The work associated with each evaluation/assessment is described below. The three workshops planned for Task 1 are summarized and budgeted in Task 8.

**Task 1.1 - Regulatory Evaluation**

This task will include a review of current and anticipated water quality regulations that may impact the choice of currently available treatment technologies for the plant optimization or expansion and impact laboratory testing requirements.

Specific subtasks include:

#### 1.1.1 Assess Current and Pending Drinking Water Regulations

- Safe Drinking Water Act (SDWA) and National Primary and Secondary Drinking Water Standards
- Microbial and Disinfection Byproducts Rules
- Revised Total Coliform Rule (RTCR)
- Lead and Copper Rule
- Third Candidate Contaminant List (CCL3) and the Unregulated Contaminant Monitoring Rule 3 (UCMR3)
- Consumer Confidence Report updates
- Other potential future regulations

#### 1.1.2 Assess Available Treatment Technologies

The Engineer will perform an initial assessment of available treatment technologies to meet anticipated regulations. Technologies considered will be coordinated with the work of Task 1.3 Process Evaluation and further developed (pros/cons, costs) and screened in Task 3.

1.1.3 Review applicable pilot study and jar testing results pertaining to TOC removal, enhanced coagulation, DBP control, and turbidity removal. In concert with the process evaluation/optimization piloting/testing (Subtask 1.3.2), define the scope of additional bench scale studies that will need to be conducted by Engineer to develop the regulatory compliance plan.

1.1.4 Prepare draft and final Technical Memoranda summarizing compliance issues specific to the DLTWTF.

### ***Deliverable 1: Technical Memorandum - Regulatory Evaluation***

#### Task 1.2 - Hydraulic Evaluation

This task involves performing a hydraulic evaluation and preparation of a plant hydraulic profile for the existing plant and each of the proposed plant optimization and potential expansion options.

The hydraulic profile of the facilities will depict (3) scenarios: current average daily demand, current maximum flows (120 mgd) and the maximum flows anticipated over the 15 year planning horizon. This will be based on water demands and population projections provided by the City. If that data is not available in time for the hydraulic evaluation, flows of 140 mgd (a 20 mgd increase) will be assumed for initial completion of this task. From this work, Engineer will identify hydraulic bottlenecks that need to be eliminated for facility optimization and/or expansion.

Specific subtasks in completing the Hydraulic Evaluation include:

- 1.2.1 Compute and prepare a hydraulic profile across the pumping and treatment units.
- 1.2.2 Perform one day of field surveys to verify water elevations and affirm the accuracy of the computed profile.
- 1.2.3 Complete Computational Fluid Dynamic (CFD) modeling on two treatment units or plant components to identify and remedy short circuiting, unequal flow splitting, or other adverse hydraulic conditions.
- 1.2.4 Prepare draft and final technical memoranda summarizing hydraulic deficiencies and identifying deficiencies that must be remedied to facilitate plant optimization and expansion.

***Deliverable 2: Technical Memorandum - Hydraulic Evaluation and AutoCAD Hydraulic Profile Drawing***

**Task 1.3 - Process Evaluation**

Evaluate the unit operations of the existing plant and potential new treatment technologies. This work will be performed to determine opportunities for optimization, regulatory compliance, and expansion. This work will build on previous work and will include optimization as it relates to reductions in the use of chemicals and power, as well in enhanced performance, such as improved settled water turbidity, filter performance, etc. Specific treatment objectives and/or water quality parameters to be assessed include (but are not limited to) TOC and color reduction and taste and odor reduction.

The evaluation will include an investigation of necessary modifications to existing treatment processes and the addition of new basins and/or unit processes to achieve increases in performance and increases in capacity. Consideration will be

given such that the treatment process selected for optimization will be compatible with future expansion and modifications to the existing facilities.

### 1.3.1 Unit Process Evaluation

The unit processes to be evaluated include the raw water intake through finished water storage and pumping and include both the conventional and Actiflo™ treatment trains.

### 1.3.2 Assess Available Treatment Technologies

Perform an initial assessment of available treatment technologies for optimization, regulatory compliance, and expansion. Technologies considered will be coordinated with the work of Task 1.1 Regulatory Evaluation and further developed (pros/cons, costs) and screened in Task 3 - Alternatives Development, Analysis, and Ranking.

### 1.3.3 Bench Scale and Pilot Testing

Based on above evaluations, Engineer will develop protocols for and will conduct bench scale testing. Testing will focus on alternative treatment technologies and strategies to improve finished water quality, reduce treatment and operating costs, and address concerns regarding regulatory compliance. Ten days of testing at the plant laboratory will be conducted using City supplied jar testing apparatus, followed by interpretation, analysis, reporting, and presentation of the test results. Also included will be recommendations for follow up full-scale and/or pilot scale testing. This follow up testing is not included in this scope. All associated laboratory analysis will be conducted by the Plant Laboratory or outsourced to a third party laboratory, hired by the City. No costs for such analysis is included in the budget.

### 1.3.4 Prepare draft and final technical memoranda that summarizes the findings of the Process Evaluation and discusses the performance of each unit process at the DLTWTF.

## ***Deliverable 3: Technical Memorandum - Process Evaluation***

### Task 1.4 - Facilities Evaluation and Condition Assessment

The purpose of this task is to determine the status, condition, and functionality of the existing facilities including structures, electrical components including MCCs, VFD, and PLCs, power systems, HVAC, aboveground/accessible piping, major valves, instrumentation, and mechanical equipment such as pumps, chemical feed systems, and ozonators. Deficiencies will be noted for areas where such deficiencies may adversely impact treatment process performance, facility

expansion (capacity), and where the remaining useful life of the plant components will likely expire during the 15 year planning horizon of the Master Plan. The following activities will be completed during this task:

- 1.4.1 Review structural condition of water-bearing structures, buildings, and other structural components of the plant with a minimum approximate estimated monetary value of \$5,000 or greater. Where practical, the City will dewater water bearing structures for assessment of the structure's walls and floor as well as submerged mechanical equipment and other components (ie, piping, ladders, pipe supports). City will give Engineer a minimum of seven days advance notice prior to dewatering of a water bearing structure to schedule field assessments.
- 1.4.2 Review chemical feed and storage systems condition and capacities. Conduct code review pertaining to chemical facility and current fire and building code standards.
- 1.4.3 Inspect and establish capacity of electric power supply and distribution systems such as main switchgear, motor control centers, and transformers.
- 1.4.4 Review the condition and functionality of both treatment process and non-process mechanical equipment (i.e., HVAC, plumbing, and fire suppression systems). This work effort will generally be limited to assets with an approximate monetary value of \$5,000 or greater.
- 1.4.5 Assess the criticality and vulnerability of plant components as it relates to the impact on treatment, plant reliability, pumping, and meeting the City's established level of service in the event of partial or complete failure of that component (asset).
- 1.4.6 Perform non-destructive testing at the plant including, but not necessarily limited to, infrared thermography, visual inspections, sound measurements (decibel readings), and as may be deemed appropriate, ultrasonic testing.
- 1.4.7 Record the information developed into an electronic database with nomenclature and terminology consistent with that already in use at the plant. Provide to the City, a database that can be integrated into the City's CMMS (current or replacement software) or asset management system and assist in the development of reports based on condition, criticality, unit type, or by discipline.
- 1.4.8 Develop Estimates of Probable Construction Costs for rehabilitation, repair, and replacement items determined from the facilities evaluation and condition assessment (Note: costs for alternatives to existing process and nonprocess systems are included in Task 3.2).

- 1.4.9 Prepare draft and final technical memoranda summarizing facility/infrastructure improvements necessary over the 15-year planning horizon as it relates to rehabilitation, repair, and replacement. This information will be used in conjunction with recommendations for process modifications related to facility optimization and expansion (see Task 3) in order to develop a prioritized Capital Improvement Program (CIP) as part of Task 4.

***Deliverable 4: Technical Memorandum - Facilities Evaluation and Condition assessment***

**Task 2 - Conduct Benchmarking Study**

This task involves comparing various criteria associated with the processes and operations of the DLTWTF to other treatment plants that are similar in one or more aspects (i.e., size, raw water quality, complexity of operations, treatment processes employed, etc.). It is assumed that data will be gathered for six treatment plants and used together with already published, available, and applicable data from previous benchmarking studies in the waterworks industry. This benchmarking effort is described more fully in the subtasks described below. The single workshop planned for Task 2 is summarized and budgeted in Task 8.

- 2.1 Compare the cost of operations considering power use, chemical use, labor (O&M), laboratory costs, solids processing, handling, and disposal, and other costs directly related to plant operations and maintenance. Data for chemicals and power will be examined given actual costs incurred by the City as well as usage data in order to eliminate the biases from geographical differences in the unit costs of chemicals and power. In addition to comparing these parameters individually, the total annual costs (and costs/mgd) associated with plant operations will be developed and compared.
- 2.2 Compare the performance of individual processes (individually and collectively) to better define opportunities for enhanced performance.
- 2.3 Identify the shortcomings of the DLTWTF as benchmarked against other treatment plants and the degree to which the previously developed alternatives for plant optimization, regulatory compliance, and expansion (see Task 1) will likewise reduce discrepancies in the benchmarked data (cost of operations (Task 2.1) and process performance (Task 2.2)). Explore additional or complimentary alternatives over and above those from Task 1 deemed essential for overall plant optimization and improved performance.
- 2.4 Prepare draft and final technical memoranda summarizing the results and recommendations from the benchmarking study.

***Deliverable 5: Technical Memorandum - DLTWTF Benchmarking Study***

**Task 3 - Alternatives Development, Analysis, and Ranking**

Based on preliminary analysis, alternatives and candidate technologies will be further developed and analyzed. The specific subtasks to accomplish this work is summarized below. The single workshop planned for Task 3 is summarized and budgeted in Task 8.

- 3.1 Refine the list of candidate technologies and plant improvements developed under previous tasks in a workshop with City staff, along with a discussion of the pros and cons of each alternative. Work with City staff to eliminate technologies City staff feel are not suitable or viable given the City's unique needs and preferences. Following this initial screening, Engineer will develop costs as set forth in Subtask 3.2 below.
- 3.2 Develop capital, operating, and life-cycle costs for each alternative deemed viable in the initial screening workshop, and refine the list of pros and cons for each option individually and collectively, recognizing some alternatives may impact the reasonableness or viability of another alternative. It is assumed that costs for four alternative treatment (process) technologies or treatment scenarios will be developed. This cost development is in addition to those necessary for plant rehabilitation, repair, and replacement needs.
- 3.3 Develop draft and final technical memoranda summarizing the recommended alternatives, costs, and the basis for the selection. Detailed discussion of the pros/cons, costs, etc. for alternative process/treatment scenarios evaluated shall be limited to the four alternatives screened via Subtasks 3.1 and 3.2, in addition to the recommended alternatives for repair, rehabilitation, and replacement.

***Deliverable 6: Technical Memorandum - Alternatives Development, Analysis, and Ranking***

**Task 4 - Prepare DLTWTF Master Plan Report**

Engineer will assimilate each of the above technical memoranda, along with an introductory section and an executive summary as the project report. This report will include the findings of the study and will identify recommended modifications and their corresponding costs. Additionally, the recommended improvements will be prioritized and scheduled over the 15 year planning horizon of the study. The specific subtasks are noted below. The single workshop planned for Task 4 is summarized and budgeted in Task 8.

- 4.1 Develop a draft and final Capital Improvement Program prioritized considering condition, criticality, vulnerability, optimization, capacity and regulatory drivers, client preferences, available funding, etc. This effort shall also consider construction sequencing, minimizing disruptions to plant operations, overall reliability considerations, and other market conditions.
- 4.2 Develop a draft and final implementation schedule of the improvements, along with graphics, schematics, and a site plan depicting the placement and location of the proposed improvements on the plant site.
- 4.3 Examine alternative funding scenarios available to the City to fund the work in each fiscal year over the planning horizon. This includes rate increases, SFR funding, and selling municipal bonds.
- 4.4 Explore options for packaging of the improvements into separate and discrete engineering and construction packages. This effort will consider spreading out the costs of the improvements (to the extent practical) evenly over the planning horizon, grouping of the improvements by process, discipline, and the areas of the plant affected by future construction activities.
- 4.5 Explore the benefits of alternative delivery options for the identified design/construction packages. Options to be considered include conventional design-bid-build, design-build, progressive design-build, and construction manager at risk. Conduct a meeting with the City to discuss the preliminary recommendations for Subtasks 4.4 and 4.5.
- 4.6 Develop draft and final DLTWTF Master Plan Reports using the above completed (as final) technical memoranda as a basis for the report. Eight copies of the draft and eight copies of the final reports will be delivered in paper format and electronically on a USB external flash drive. The Draft and Final Report shall be in pdf format.

***Deliverable 7: Master Plan Report - David L. Tippin Water Treatment Facility Improvements and Expansion Master Plan***

Miscellaneous Tasks: The tasks below include those common to several or all of the above work tasks, such as project management tasks (i.e., preparation of monthly status reports), agency coordination, preparation of meeting minutes, etc.

**Task 5 – Project Management**

- 5.1 Prepare project work plan and distribute to project personnel. The work plan will include the project purpose and objectives, scope of work, an organization chart, project delivery schedule, and project flow chart. The

project work plan will be stored on the project web site or alternate location for remote (electronic) access by project participants.

- 5.2 Progress Reports. Provide the City with a monthly progress summary that identifies briefly what work has been performed during the month and a brief description of work anticipated in the upcoming month. These reports will be delivered as part of the monthly progress payment request and include updated decision logs, action item logs, and an estimate of the work completed (actual versus projected).
- 5.3 Project Schedule. Maintain a project schedule for the management of the study. Each task identified in the scope of work will be included in the project schedule. The project schedule will be updated monthly and delivered to the City as part of the monthly progress payment request.
- 5.4 Communications. Create and maintain a ProjectWise site to provide access to materials being produced by authorized members of the City/Engineer Team.
- 5.5 Maintain Action Item and Decision Logs. Create and maintain throughout the project an Action Item and Decision Log. These logs will be routinely updated and included in the Monthly Status Reports.
- 5.6 Presentation Materials. The Engineer will develop and deliver presentation materials for the use of the City in providing a status report to City and other agencies deemed appropriate by the City. The presentation materials will be in Power Point format and shall be suitable for public display. One presentation consisting of up to 20 slides is budgeted for this project.

#### **Task 6 – Data Collection**

- 6.1 Review Past Project Documents. The Engineer will collect and review historic plant documentation including plans, specifications, and water quality data.
- 6.2 Review Pertinent Past Studies. The Engineer will collect and review historic plant studies performed to evaluate the performance of the plant and/or to develop recommendations for modification of the plant. This includes the information provided to Engineer by City staff at the initial meeting for scope development.
- 6.3 Review and Categorize Historic Plant Operational Performance Records. The Engineer will categorize the past 8 years of plant performance records in both table and graph format. No more than 8 years of monthly data will be summarized for the purpose of establishing a base line of performance for the plant. Data to be summarized includes pH, turbidity, TOC, color,

disinfection by-products, alkalinity, and other parameters as appropriate. Raw data provided to Engineer from City shall be in electronic format.

### **Task 7 - Agency Coordination**

The Engineer shall be responsible for the coordination of the work effort and findings and recommendations of this study with various agencies within the City and State.

The following agencies and/or topics of review will be included in the study:

- 7.1 SWFWMD, FDEP and/or DOH Coordination
  - 7.1.1 Permitting issues
  - 7.1.2 Compliance to existing and proposed regulations
  - 7.1.3 Acceptance of proposed treatment processes
  - 7.1.4 Treatment Capacity Rating
- 7.2 Fire Department/ Public Safety
  - 7.2.1 Fire Suppression Systems
  - 7.2.2 Hazardous materials/containment

Engineer will identify required permits for the plant improvements and future expansions and coordinate with the respective agency to document the actual procurement procedures the City and/or their consultants will need to employ in attaining these permits.

### **Task 8 - Project Meetings and Workshops**

Conduct project meetings and workshops throughout the study to solicit input and comments from staff and inform the City staff on the progress, issues, and recommendations of the Study. A total of six three-hour workshops are included as part of the study, as well as five intermittent team meetings assumed at two hours per meeting. These meetings and workshops are described further as follows:

#### **8.1 Kick-Off Meeting**

Conduct initial project kick-off meeting with project participants to review the project purpose and objectives, scope of work, organization chart, project delivery schedule, project flow chart, and development of the Project's Critical Success Factors.

#### **8.2 Project Meetings and Workshops**

Conduct project meetings and workshops to inform the City of the evaluation process and work with the City staff in developing alternatives and recommendations for the plant upgrades and improvements. The

agenda for each meeting will be delivered to the City no less than three days in advance of the meetings. The Engineer will record the meeting activities, action items, and decisions, in meeting notes that will be delivered to the City. The workshops will be held at the completion of major milestones within the study. These workshops will present the findings of the study and will involve City staff and potentially participants of FDEP and other agencies as required.

### 8.3 Conduct Final Presentation Workshop to City Management

Engineer will prepare a summary of the final master plan evaluations, findings, and recommendations, including the benchmarking study and the prioritized CIP, to be discussed with and presented to City Management. Included will be development of a Power Point presentation and handouts. Engineer will provide a draft electronic copy of the workshop/presentation materials to City staff to review one week before conducting the final DLTWTF Master Planning Workshop.

### **Time of Completion - Phase I Services**

Engineer agrees to complete the Draft Phase I Report within 365 calendar days from the notice-to-proceed date for the DLTWTF Master Plan. Engineer has included the following review times (calendar days) for the City for each of the following draft deliverables:

- Draft Regulatory Evaluation: 14 days
- Draft Hydraulic Evaluation: 14 days
- Draft Process Evaluation: 21 days
- Draft Condition Assessment: 21 days
- Draft Benchmarking Study: 14 days
- Draft Alternatives Development, Analysis, and Ranking: 21 days
- Draft DLTWTF Master Plan: 21 days

### **Compensation**

Fee for the services as described in Exhibit A will be a lump sum in the amount of \$721,361. Invoices will be submitted on a monthly basis with the required DMI forms.

**Exhibit B**

**David L. Tippin Water Treatment Facility Master Plan**

Contract Number: 15-D-00055

<b>Task Description</b>	<b>Carollo Engineers, Inc.</b>	<b>Wilder Architecture</b>	<b>Electrical Design Associates</b>	<b>Master Consulting Engineers</b>	<b>Black &amp; Veatch</b>	<b>ASRus</b>	<b>Total</b>
Task 1 - Conduct Situational Analysis	\$276,757	\$5,000	\$30,384	\$21,860	\$3,750		\$337,751
Task 2 - Conduct Benchmarking Study	\$34,706				\$25,000		\$59,706
Task 3 - Alternatives Development, Analysis, and Ranking	\$62,869	\$1,860	\$8,144	\$1,500		\$16,480	\$90,853
Task 4 - Prepare DLTWTF Master Plan Report	\$73,835		\$3,096			\$2,230	\$79,161
Task 5 - Project Management	\$45,140						\$45,140
Task 6 - Data Collection	\$27,073		\$8,304				\$35,377
Task 7 - Agency Coordination	\$11,492						\$11,492
Task 8 - Project Meetings and Workshops	\$33,464	\$790	\$9,792	\$3,600	\$11,245	\$2,990	\$61,881
<b>Total</b>	<b>\$565,336</b>	<b>\$7,650</b>	<b>\$59,720</b>	<b>\$26,960</b>	<b>\$39,995</b>	<b>\$21,700</b>	<b>\$721,361</b>

## CITY OF TAMPA INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance.

The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificate of Insurance on form or its equivalent. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

The following coverages are required:

A. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

(a) \$1,000,000 per occurrence and a \$2,000,000 general aggregate for projects valued at \$2,000,000 or less. General aggregate limit for projects over that price shall equal or exceed the price of the project. An Excess or Umbrella Liability insurance policy can be provided to meet the required limit. Risk Management may be contacted for additional information regarding projects of this nature.

B. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage- for projects valued at \$100,000 and under

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage – for projects valued over \$100,000

C. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the contract, in accordance with the Florida Statutory Requirements. The amount of the Employer's Liability Insurance shall not be less than:

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee – for projects valued at \$100,00 and under

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each –for projects valued over \$100,000

D. Excess Liability Insurance or Umbrella Liability Insurance may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits. If the Excess or Umbrella policy is being provided as proof of coverage, it must name the City of Tampa as an additional insured (**IF APPLICABLE**).

E. Builder's Risk Insurance, specialized policy designed to cover the property loss exposures that are associated with construction projects. The amount of coverage should not be less than the amount of the project. **(IF APPLICABLE)**.

F. Installation Floater- a builder's risk type policy that covers specific type of property during its installation, is coverage required for highly valued equipment or materials such as compressors, generators, or other machinery that are not covered by the builder's risk policy **(IF APPLICABLE)**.

G. Longshoreman's & Harbor Worker's Compensation Act/Jones Act coverage shall be maintained for work being conducted upon navigable water of the United States. The limit required shall be the same limit as the worker's compensation/employer's liability insurance limit **(IF APPLICABLE)**.

H. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awaradee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified **(IF APPLICABLE)**.

(a) \$1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED - The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive

date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL - Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Tampa Department of Public Works, 306 E. Jackson Street, Tampa, FL 33602.

NUMBER OF POLICES - General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an excess or umbrella liability insurance policy.

WAIVER OF SUBROGATION - Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES - The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

RATING - All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES - The Contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to Contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS - These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the Contract price.

Document updated on 12/22/2009 by RLD (Risk Management)



Exhibit D

Page 1 of 4 DMI – Solicited/Utilized
City of Tampa –DMI -Schedule of All Sub-(Contractors/Consultants/Suppliers) Solicited
(FORM MBD-10)

Contract No.: 15-D-00055 Contract Name: David L. Tippin Water Treatment Facility Master Plan
Contractor Name: Carollo Engineers, Inc. Address: 10117 Princess Palm Ave., Ste. 340, Tampa, FL 33610
Federal ID: 86-0899222 Phone: 813-888-9572 Fax: Email: LElliott@carollo.com

No Firms were contacted/solicited for this contract.

No Firms were contacted because:

See attached documents with supplemental information.

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

Table with 6 columns: S=WMBE, Federal ID, Company Name, Address, Phone & Fax, Type of Ownership, Trade or Services, NIGP Code, Contact Method, Quote or Resp. Rec'd Y/N. Rows include Electrical Design Associates, Inc., Master Consulting Engineers, Inc., Wilder Architecture, Inc., Black & Veatch Corporation, and ASRus, LLC.

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub – contracting opportunities on this contract. This form must be completed and submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: [Signature] Name/Title: Larry Elliott, Project Manager Date: 3/8/2016
MBD 10 Rev. 02/01/13 Note: Detailed Instructions for completing this form are on the next page



Exhibit D

Page 3 of 4DMI – Solicited/Utilized
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)

Contract No.: 15-D-00055 Contract Name: David L. Tippin Water Treatment Facility Master Plan
Contractor Name: Carollo Engineers, Inc. Address: 10117 Princess Palm Ave., Ste. 340, Tampa, FL 33610
Federal ID: 86-0899222 Phone: 813-888-9572 Fax: Email: LElliott@carollo.com

See attached documents.
No Subcontracting (of any kind) will be performed on this contract.

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)

Enter 'S' for firms Certified as Small Local Business Enterprises, 'W' for firms Certified as Women/Minority Business Enterprise

Table with 6 columns: Federal ID, Company Name Address Phone & Fax, Type of Ownership, Trade, Services, or Materials NIGP Code Listed above, Amount of Quote Letter of Intent if available, Percent of Scope/Contract %

Total Subcontract/Supplier Utilization \$ N/A

Total SLBE Utilization \$ N/A

Total WMBE Utilization \$ N/A

Percent SLBE Utilization of Total Bid/Proposal Amt. 5 % Percent WMBE Utilization of Total Bid/Proposal Amt. 8 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. This form must be completed and submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: Larry Elliott Name/Title: Larry Elliott, Project Manager Date: 3/8/2016

MBD 20 Rev. 02/01/13

Note: Detailed Instructions for completing this form are on the next page.



**Page 1 of 2 –DMI Payment**  
**City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments**  
**(FORM MBD-30)**

Partial  Final

Contract No.: \_\_\_\_\_ WO#,(if any): \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount(including change orders):\$ \_\_\_\_\_

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity			Amount Pending Previously Reported	Sub Pay Period Ending Date
<input type="checkbox"/> Sub <input type="checkbox"/> Supplier				
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_



**Page 2 of 2 – DMI Payment**  
**Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form**  
**(Form MBD-30)**

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form my result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

*Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.*

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.